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7 Attorneys for Plaintiff  
 ACF FinCo I LP

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT  
 10

11 ACF FINCO I LP, a Delaware limited  
 12 partnership,  
 13 Plaintiffs,  
 14 v.  
 15 GREAT AMERICAN GROUP ADVISORY &  
 VALUATION SERVICES, LLC, a California  
 16 limited liability company, and DOES 1 through  
 10, inclusive,  
 17 Defendants.  
 18

Case No. 20STCV37455

**COMPLAINT FOR:**

- (1) NEGLIGENCE;**
- (2) BREACH OF CONTRACT; AND**
- (3) NEGLIGENT MISREPRESENTATION**

**JURY TRIAL DEMANDED**

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 21 Plaintiff alleges:

**GENERAL ALLEGATIONS**

22  
 23 **A. PARTIES**

24 1. Plaintiff ACF FinCo I LP (“Plaintiff”) is now, and at all times material hereto has been,  
 25 a limited partnership organized and existing under the laws of the State of Delaware authorized to  
 26 conduct business in the State of California.  
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Glaser Weil

1           2.       Defendant Great American Group Advisory & Valuation Services, LLC (“Great  
2 American”) is a limited liability company organized and existing under the laws of the State of  
3 California, with its principal place of business in the County of Los Angeles.

4           3.       The causes of action alleged in this complaint arose in the County of Los Angeles.  
5 Performance by Great American was contracted with plaintiff in the County of Los Angeles and  
6 required to be delivered to Plaintiff’s offices in Los Angeles Superior Court.

7           4.       The true names and capacities, whether individual, corporate, associate or otherwise,  
8 of defendants Does 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said  
9 defendants by such fictitious names. Plaintiff will amend the complaint to show their true names and  
10 capacities when the same have been ascertained.

11          5.       Plaintiff is informed and believes, and based thereon alleges, that each defendant was  
12 the agent and/or employee of each of the other defendants, and in doing and suffering the acts  
13 hereinafter alleged, each was acting in such capacity and within the relative scope of his, her, or its  
14 authority.

15           **B.       BACKGROUND**

16          6.       Plaintiff is an asset-based lender that provides asset-based loans to small and middle  
17 market companies. In 2016, Terravant Wine Company LLC (“Terravant”), a producer and distributor  
18 of private label wines based in Buellton, California, sought asset-based financing from Plaintiff. The  
19 primary security that Terravant offered for the financing was its wine inventory. Accordingly,  
20 determining the inventory’s value was a critical factor in Plaintiff’s decision on whether to extend  
21 financing to Terravant, and the amount and terms of any such financing.

22          7.       As an asset-based lender, Plaintiff looks to the value of the offered collateral on a  
23 liquidation sale basis, as that is the basis on which Plaintiff would resort to its collateral if the borrower  
24 were to default and it became necessary to exercise Plaintiff’s rights to liquidate its borrower’s assets.  
25 Because the liquidation value of the wine inventory was such an important factor in deciding whether  
26 to extend financing to Terravant and the amount and terms of any such financing, Plaintiff required a  
27 professional appraisal of the inventory. Accordingly, in March 2016, Plaintiff engaged in discussions  
28 with Great American concerning its expertise in appraising a wine business such as Terravant.

1           8.       Great American advertises itself as a global provider of valuation services that  
2 conducts thousands of appraisals annually on various asset classes throughout all industries. Great  
3 American touts its extensive experience which it claims provides unique insight into market trends  
4 and allows it to deliver accurate and reliable market values. Great American assured Plaintiff of its  
5 qualifications to perform the valuation, stating that it had appraised several companies in the wine and  
6 spirits industry, thereby gaining familiarity as to the nature of the products and the industry. Great  
7 American represented that its proposed project manager, Tim Sands, was a professional with seven  
8 years of experience specializing in inventory valuation in a variety of industries, including wine and  
9 spirits.

10           9.       During March 2016, Plaintiff, Terravant, and Great American engaged in discussions  
11 regarding the valuation practices and assumptions to be used in the appraisal, including whether the  
12 appraisal would be based on a “conversion scenario” where it would be assumed that Terravant’s bulk  
13 wine would be “converted” to bottled wine and sold in cases during a hypothetical liquidation, rather  
14 than sold as bulk wine, which would yield a lower price. Great American stressed that under the  
15 applicable appraisal standards—the Uniform Standards of Professional Appraisal Practice—it must  
16 make an independent determination as to whether it was appropriate to present the valuation under a  
17 conversion scenario because it “must maintain independence and cannot be an advocate or operate at  
18 the instruction of the subject company or any other party.”

19           10.       On or about March 31, 2016, Plaintiff and Great American entered into a written  
20 contract, pursuant to which Great American agreed to accurately appraise the liquidation value of  
21 Terravant’s wine inventory and to “analyze the feasibility of an inventory conversion, and if  
22 appropriate present Net Orderly Liquidation with and without inventory converted to finished case  
23 goods.” In preparing the conversion analysis, Great American promised to “analyze the most realistic  
24 time frame for a conversion once all facts and diligence has been performed.”

25           11.       On April 28, 2016, Great American delivered a draft of its appraisal report directly to  
26 Terravant, which forwarded the report to Plaintiff. Contrary to the agreement reached between  
27 Plaintiff and Great American that the appraisal would be performed for Plaintiff, the report was issued  
28 in Terravant’s name. Plaintiff reiterated that the report must be issued to Plaintiff. Accordingly, Great

1 American sent Plaintiff a “Proposal Letter” dated April 28, 2016 agreeing to provide Plaintiff with a  
 2 projection of gross (cash received) and net (remaining cash after all expenses are taken into account)  
 3 liquidation values based upon a Net Orderly Liquidation Value (“NOLV”) scenario. Since the report  
 4 already had been prepared by that point, the proposal letter stated that no additional fee would be  
 5 charged. Plaintiff signed and returned the proposal letter (the “April 2016 Engagement Letter”) to  
 6 Great American on April 29, 2016.

7 **C. THE 2016 APPRAISAL**

8 12. On April 29, 2016, after receiving the April 2016 Engagement Letter executed by  
 9 Plaintiff, Great American submitted its Inventory Valuation and Appraisal to Plaintiff (the “2016  
 10 Appraisal”) in which it acknowledged that Plaintiff was relying upon the appraisal to assist in the  
 11 development of advance rates (percentages of “eligible” inventory and accounts receivable against  
 12 which Plaintiff would loan funds) for a prospective loan to Terravant. Great American calculated the  
 13 NOLV of Terravant’s wine inventory as of January 31, 2016 under Great American’s determination  
 14 that all of Terravant’s bulk wine would be converted into bottled goods and sold off in cases. Great  
 15 American also provided a non-conversion liquidation valuation.

16 13. According to the 2016 Appraisal, Great American “provided a conversion scenario in  
 17 which 100% of the Company’s \$12.5 million of bulk wine, or 507,681 gallons, would be converted  
 18 into case goods within a one-month period and sold over a six-month period . . . .” The result was an  
 19 NOLV of Terravant’s wine inventory of approximately \$17.3 million (95.6% of cost), roughly double  
 20 the amount of its non-conversion value of approximately \$8 million (51.4% of cost). The 2016  
 21 Appraisal did not provide any indication that a conversion-based NOLV was unrealistic or otherwise  
 22 not feasible. To the contrary, Great American stated that it would analyze the feasibility of an  
 23 inventory conversion and provide a valuation under the conversion scenario only if appropriate. The  
 24 2016 Appraisal also stated that the commodity-like nature of the inventory would maintain demand  
 25 among alternative customers if current customers did not participate in the liquidation, although the  
 26 recovery values would be affected.

27 14. Plaintiff relied upon Great American’s opinion concerning the conversion-based  
 28 valuation. The 2016 Appraisal touted Great American’s experience in the wine and spirits industry,

1 and identified several companies in the wine industry for whom it had prepared appraisals. The  
2 appraisal confirmed that Great American “develop[ed] liquidation assumptions and validate[d]  
3 inventory recovery values” after consulting with its liquidation group and a wine broker and “analyzed  
4 bids and appraisals conducted for similar companies” in the wine industry.

5 15. After receiving the 2016 Appraisal, Plaintiff had further discussions with Great  
6 American to determine the appropriate advance rates for any financing Plaintiff decided to extend to  
7 Terravant. In those discussions, Great American affirmed its support for the conversion-based  
8 liquidation valuation based on its conclusion that Terravant’s wines were easily marketable,  
9 commanded a high gross margin, and the supply of bulk wine inventory on hand could be easily  
10 converted into case goods and sold primarily to existing customers.

11 **D. PLAINTIFF’S LOAN TO TERRAVANT**

12 16. In reliance upon Great American’s independent analysis and advice supporting a  
13 100% conversion-based inventory liquidation value of approximately \$17.3 million, Plaintiff agreed  
14 to extend financing to Terravant. Accordingly, on or about May 23, 2016, Plaintiff and Terravant  
15 entered into a Loan and Security Agreement (as amended or modified from time to time, the “Loan  
16 Agreement”) pursuant to which Plaintiff agreed to loan Terravant up to \$15 million under a revolving  
17 line of credit, and no more than \$3 million under a capital expenditure facility. Loan availability at  
18 any time was to be determined under a “borrowing base” formula primarily tied to a percentage of the  
19 NOLV of eligible inventory. Plaintiff set the borrowing base formula based upon the conversion  
20 valuation provided in the 2016 Appraisal. The inventory portion of the borrowing base was subject to  
21 a limit of \$10 million, providing Plaintiff with a comfortable equity cushion given Great American’s  
22 calculation of the conversion-based NOLV of such inventory of approximately \$17.3 million.

23 **E. THE 2017 APPRAISAL**

24 17. Later in 2016, in order to confirm that the value of Terravant’s wine inventory  
25 continued to support Plaintiff’s loan to Terravant and the advance rates thereunder, Plaintiff  
26 determined that an updated inventory appraisal was necessary. Accordingly, on or about November  
27 17, 2016, Plaintiff retained Great American to provide an updated determination of the NOLV of  
28 Terravant’s wine inventory pursuant to a proposal letter accepted by Plaintiff (the “November 2016

1 Engagement Letter”). The November 2016 Engagement Letter confirmed that Great American would  
2 “provide scenarios with and without consideration of a conversion of raw materials to finished goods.”  
3 Great American did not provide any indication that a 100% conversion-based liquidation lacked  
4 feasibility or that such a conversion-based valuation would be unreliable.

5 18. On or about February 15, 2017, Great American issued its Inventory Valuation and  
6 Appraisal (the “2017 Appraisal”) in which it calculated the NOLV of Terravant’s wine inventory as  
7 of December 31, 2016. The 2017 Appraisal provided the same NOLV scenarios as the 2016 Appraisal  
8 Report, and increased the total values: the conversion-based NOLV was approximately \$18 million,  
9 increased from approximately \$17.3 million in the 2016 Appraisal, once again roughly double the  
10 non-conversion NOLV of approximately \$8.3 million, increased from approximately \$8.0 million in  
11 the 2016 Appraisal. The 2017 Appraisal’s conversion-based valuation methodology was the same as  
12 in the 2016 Appraisal: Great American assumed 100% conversion of Terravant’s bulk wine into  
13 finished case goods—even though Terravant’s inventory of bulk wine had increased by about 30%  
14 over the past year (which would result in 273,000 cases of wine, compared to 214,000 cases in 2016).  
15 Great American again noted the “commodity-like” nature of the inventory that would maintain  
16 demand among alternative customers if current customers did not participate in the liquidation.

17 19. In reliance upon the 2017 Appraisal, Plaintiff continued to make advances to Terravant  
18 under the Loan Agreement based upon the conversion-based NOLV of the wine inventory represented  
19 by Great American.

20 **F. THE 2018 APPRAISAL**

21 20. In early 2018, Plaintiff again sought an updated appraisal of the NOLV of Terravant’s  
22 wine inventory from Great American to obtain assurance that the inventory’s value continued to  
23 support Plaintiff’s loan to Terravant and the advance rates thereunder. Accordingly, on or about  
24 January 26, 2018, Plaintiff retained Great American to provide an updated appraisal of the NOLV of  
25 such inventory pursuant to a proposal letter accepted by Plaintiff (the “2018 Engagement Letter”).  
26 Great American did not provide any indication that a 100% conversion-based liquidation, which  
27 formed a basis of its valuation methodology for both the 2016 Appraisal and the 2017 Appraisal,  
28 lacked feasibility in 2018 or that such a conversion-based valuation would be unreliable in 2018.

1 Accordingly, Plaintiff expected that the updated 2018 appraisal would continue to value the inventory  
2 based upon the conversion of all of Terravant's bulk wine into case goods.

3 21. For several months after the parties entered into the 2018 Engagement Letter, Great  
4 American worked on the updated 2018 appraisal without giving Plaintiff any reason to doubt that, as  
5 in the 2016 and 2017 Appraisals, the update would continue to provide the NOLV of the inventory  
6 on a 100% conversion scenario.

7 22. On May 31, 2018, Great American issued its Inventory Valuation and Appraisal for  
8 Terravant's wine inventory as of December 31, 2017 (as amended, the "2018 Appraisal"). The  
9 valuation analysis differed dramatically from that employed in the 2016 and 2017 Appraisals. While  
10 the 2018 Appraisal included a conversion-based liquidation valuation, Great American materially  
11 changed its assumption that 100% of the bulk wine would be converted to case goods, and opined that  
12 such conversion would be limited to only 30% of bulk wine. This change resulted in a dramatically  
13 lower value because the bulk wine was expected to sell at much lower prices than the bottled wine.  
14 Accordingly, the NOLV based on the 30% conversion rate was less than \$7.7 million (38.8% of cost)  
15 – nearly 60% lower than Great American's conversion-based NOLV of over \$18 million in the 2017  
16 Appraisal, and lower even than the 2017 Appraisal's non-conversion value of approximately \$8.3  
17 million.

18 23. The 2018 Appraisal also added new disclaimers specifically targeted to the feasibility  
19 of a conversion-based liquidation, noting that "Any deterioration in open sales orders, gross margin,  
20 level of supply, and mix of bulk wine could negatively impact recovery values and may render  
21 conversion unfeasible" and that there may be "higher discounts necessary to sell the inventory due to  
22 the higher weeks of supply in a conversion scenario." None of these disclaimers was included in the  
23 2016 or 2017 Appraisals, or ever discussed with Plaintiff. To the contrary, as alleged above, the 2016  
24 and 2017 Appraisals noted the commodity-like nature of the inventory that would maintain demand  
25 among alternative customers if current customers did not participate in the liquidation.

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**G. PLAINTIFF’S LOSSES RESULTING FROM GREAT AMERICAN’S  
NEGLIGENCE AND BREACHES**

24. Plaintiff believed its loan to Terravant was fully secured by Terravant’s wine inventory based on the assumed accuracy of the 2016 Appraisal and the 2017 Appraisal—so that, in the event of a liquidation, Plaintiff would recover its entire loan balance. However, following receipt of the 2018 Appraisal, Plaintiff found itself substantially under-secured with the expectation that it would suffer a substantial loss upon liquidation of the wine inventory. By this time, Terravant had defaulted under the Loan Agreement, had no remaining liquidity, and was threatening to shut down.

25. In order to mitigate its damages and avoid the risks of a liquidation with an uncooperative Terravant, Plaintiff mitigated its losses by disposing of its loan for a sum substantially less than the amount Plaintiff was owed. As a result, Plaintiff suffered a loss of more than \$6.8 million on its loan to Terravant as a result of Great American’s negligence and breaches.

**FIRST CAUSE OF ACTION  
(AGAINST ALL DEFENDANTS FOR NEGLIGENCE)**

26. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 25 of this Complaint and the same are incorporated herein by reference as though set forth in full herein.

27. As the result of defendants’ agreements to appraise Terravant’s inventory of wine on Plaintiff’s behalf, defendants owed Plaintiff a duty of care in appraising the inventory to use such skill, prudence, and diligence as other members of its profession commonly possess.

28. Defendants breached the duty of care owed to Plaintiff and otherwise negligently performed the appraisal services by, among other things, failing to properly determine, in the 2016 and 2017 Appraisals, the net orderly liquidation value of Terravant’s wine inventory, most notably by providing unreliable, and unrealistic, conversion-based NOLV values based on the conversion of all of Terravant’s inventory of bulk wine into more valuable bottled goods and negligently overstating the percentage of inventory cost that would be recovered through the liquidation sales.

29. Based upon defendants’ purportedly extensive experience in performing appraisals in the wine industry and conducting liquidation sales in general (as advertised and confirmed by



1 defendants to Plaintiff in the 2016 and 2017 Appraisals), defendants knew or should have known that  
2 they had no reasonable basis for providing a 100% conversion-based liquidation valuation for the  
3 inventory.

4 30. In reliance upon the 2016 Appraisal and defendants' determination of NOLV of the  
5 inventory on a conversion-based scenario, Plaintiff entered into the Loan Agreement with Terravant,  
6 which employed advance rates based upon inventory value, and advanced millions of dollars  
7 thereunder. In reliance upon the 2017 Appraisal and defendants' determination of NOLV of the  
8 inventory on a conversion-based scenario, Plaintiff refrained from re-setting its advance rates or  
9 establishing "reserves" and continued to advance funds to Terravant based upon the inventory values  
10 represented by defendants.

11 31. Plaintiff was unaware that defendants had negligently performed the 2016 and 2017  
12 Appraisals until, at the earliest, the end of May 2018, when defendants issued the 2018 Appraisal and  
13 Plaintiff discovered that the security for its loan to Terravant was worth far less than Plaintiff had  
14 believed. Plaintiff could not reasonably have discovered the true value of the inventory at an earlier  
15 time because it had no reason to believe that the 2016 and 2017 Appraisals were in any respect  
16 inaccurate.

17 32. As a direct and proximate result of defendants' negligence, Plaintiff has been damaged  
18 in the amount of all losses incurred as a result of Great American's negligence in such amount as shall  
19 be determined at trial, but in no event less than \$6.8 million.

20 **SECOND CAUSE OF ACTION**

21 **(AGAINST ALL DEFENDANTS FOR BREACH OF CONTRACT)**

22 33. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1  
23 through 25 of this Complaint and the same are incorporated herein by reference as though set forth in  
24 full herein.

25 34. In or around March 2016, Plaintiff and defendants entered into a written contract (the  
26 "March 2016 Contract") pursuant to which defendants agreed to accurately appraise the liquidation  
27 value of Terravant's wine inventory and to analyze the feasibility of an inventory conversion, and if  
28 appropriate present the NOLV with and without inventory converted to finished case goods. In

1 preparing the conversion analysis, defendants promised to “analyze the most realistic time frame for  
2 a conversion once all facts and diligence has been performed.”

3 35. In or around November 2016, Plaintiff and defendants entered into a second written  
4 contract (the “November 2016 Contract” and, collectively with the April 2016 Contract, the  
5 “Contracts”) pursuant to which defendants agreed to accurately appraise the liquidation value of  
6 Terravant’s wine inventory and to provide scenarios with and without consideration of a conversion  
7 of raw materials to finished goods.

8 36. Plaintiff performed all of its obligations under the Contracts except for those  
9 obligations excused, waived, or made impossible by defendants’ conduct.

10 37. Defendants breached the Contracts by, among other things, failing to deliver appraisals  
11 that provided reasonable determinations of the net orderly liquidation value of Terravant’s inventory.  
12 Plaintiff was unaware that defendants had breached the Contracts until late May 2018, when  
13 defendants issued the 2018 Appraisal and Plaintiff first discovered that the security for its loan to  
14 Terravant was worth far less than Plaintiff had believed. Plaintiff could not reasonably have  
15 discovered the true value of the inventory at an earlier time because it had no reason to believe that  
16 the 2016 and 2017 Appraisals were inaccurate.

17 38. In reliance upon the 2016 Appraisal delivered pursuant to the April 2016 Contract and  
18 defendants’ determination of the NOLV of the inventory on a conversion-based scenario, Plaintiff  
19 entered into the Loan Agreement with Terravant, which employed advance rates based upon inventory  
20 value, and advanced millions of dollars thereunder. In reliance upon the 2017 Appraisal delivered  
21 pursuant to the November 2016 Contract and defendants’ determination of the NOLV of the inventory  
22 on a conversion-based scenario, Plaintiff refrained from re-setting its advance rates or establishing  
23 “reserves” and continued to advance funds to Terravant based upon the inventory values represented  
24 by defendants.

25 39. As a direct and proximate result of defendants’ breaches of the Contracts, Plaintiff has  
26 been damaged in the amount of all losses as a result of Great American’s breaches in such amount as  
27 shall be determined at trial, but in no event less than \$6.8 million.

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**THIRD CAUSE OF ACTION**

**(AGAINST ALL DEFENDANTS FOR NEGLIGENT MISREPRESENTATION)**

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40. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 25 of this Complaint and the same are incorporated herein by reference as though set forth in full herein.

41. Defendants made numerous representations of material fact to Plaintiff in the 2016 and 2017 Appraisals and otherwise, including without limitation the following:

a. Defendants represented that they would “analyze the feasibility of an inventory conversion,” would present the NOLV of the inventory with and without conversion only if appropriate, and would prepare and provide Plaintiff with a NOLV valuation based on “the most realistic time frame for a conversion”;

b. Defendants repeatedly affirmed, in 2016 and 2017, that a conversion-based NOLV based on a 100% conversion of Terravant’s bulk wine to case goods was appropriate and the commodity-like nature of the inventory would maintain demand among alternative customers if current customers did not participate in the liquidation;

c. In discussions between Plaintiff and defendants after submission of the 2016 Appraisal, during which defendants were aware that Plaintiff would be using that information to set its advance rates under the Loan Agreement, defendants affirmed their support for their 100% conversion-based liquidation valuation, stating that Terravant’s wines were easily marketable, commanded a high gross margin, and the supply of bulk wine inventory on hand could be easily converted into case goods and sold either to existing customers or, given the commodity-like nature of the inventory, alternative customers;

d. Defendants represented in the 2016 Appraisal that the NOLV of Terravant’s inventory based on a reasonable conversion scenario (as assessed by defendants) was approximately \$17.3 million as of January 31, 2016;

e. Defendants represented in the 2017 Appraisal that the NOLV of Terravant’s inventory based on a reasonable conversion scenario (as assessed by defendants) was approximately \$18.0 million as of December 31, 2016; and

1           f.       Defendants represented that all statements of fact in the appraisals were true  
2 and correct.

3           42.     Plaintiff is informed and believes and thereon alleges that, at the time defendants made  
4 the foregoing representations, such representations were false, and defendants had no reasonable  
5 grounds for believing the representations to be true.

6           43.     Defendants knew that Plaintiff was depending upon defendants' determination of the  
7 net orderly liquidation value of Terravant's inventory in deciding (a) whether to enter into the Loan  
8 Agreement; and (b) the advance rate, amount, and terms of the funding to provide to Terravant.  
9 Defendants knew and intended that Plaintiff rely upon the 2016 and 2017 Appraisals in making such  
10 decisions.

11          44.     Plaintiff acted in justifiable reliance on the truth of such representations when it entered  
12 into the Loan Agreement with Terravant and advanced millions of dollars thereunder based upon  
13 defendants' representations of net orderly liquidation value in the 2016 and 2017 Appraisals.

14          45.     Plaintiff did not discover the falsity of defendants' representations until late May  
15 2018, when defendants issued the 2018 Appraisal and Plaintiff first discovered that the security for  
16 its loan to Terravant was worth far less than Plaintiff had believed. Plaintiff could not have reasonably  
17 discovered such falsity at an earlier time because it had no reason to believe that the 2016 and 2017  
18 Appraisals were in any respect inaccurate.

19          46.     As a direct and proximate result of defendants' misrepresentations, Plaintiff has been  
20 damaged in the amount of all losses incurred as a result of great American's negligent  
21 misrepresentations in such amount as shall be determined at trial, but in no event less than \$6.8  
22 million.

23           WHEREFORE, Plaintiff prays for judgment against defendants Great American Group  
24 Advisory & Valuation Services, LLC and Does 1 through 10, inclusive, as follows:

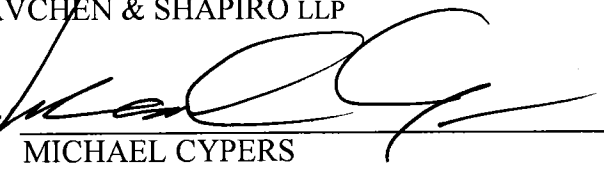
- 25           1.     On the First Cause of Action for Negligence:
- 26                 a.     For damages in such sum as shall be proven at trial; and
- 27                 b.     For prejudgment interest thereon.
- 28           2.     On the Second Cause of Action for Breach of Contracts:

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- a. For damages in such sum as shall be proven at trial; and
  - b. For prejudgment interest thereon.
3. On the Third Cause of Action for Negligent Misrepresentation:
- a. For damages in such sum as shall be proven at trial; and
  - b. For prejudgment interest thereon.
4. On all causes of action:
- a. For costs of suit incurred herein; and
  - b. For such other and further relief as the Court deems just and proper.

DATED: September 30, 2020

GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP

By: 

MICHAEL CYPERS  
PETER M. BRANSTEN  
Attorneys for Plaintiff  
ACF FinCo I LLP

PLAINTIFF DEMANDS A JURY TRIAL ON  
ALL ISSUES SO TRIABLE